

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

IN RE: §
§
PCI MANUFACTURING, LLC, § CASE NO. 16-41888
§ (Chapter 11)
DEBTORS §

MOTION TO EMPLOY DFW LEE & ASSOCIATES AS REAL ESTATE BROKER

TO THE HONORABLE BRENDA T. RHOADES, U.S. BANKRUPTCY JUDGE:

PCI Manufacturing, LLC (“Debtor”) files its Motion to Employ DFW Lee & Associates as Real Estate Broker (“Motion”) as follows:

1. On October 18, 2016 (the “Petition Date”) the Debtor filed its voluntary petition under chapter 11 of the United States Bankruptcy Code.
2. The Debtor is in possession of its property and is managing its affairs pursuant to 11 U.S.C. §§ 1107 and 1108.
3. The Debtor owns real property located at 200 CMH Drive, Sulphur Springs Texas (“the Real Property”) which includes approximately 68,000 square feet in two buildings on approximately 10 acres of land.
4. In order to market the Property most effectively and thereby liquidate the Real Property for the best and highest price, prior to the Petition Date, the Debtor solicited the assistance of Mark Graybill (“Mr. Graybill”) licensed real estate agent who works with DFW Lee & Associates, LLC. Mr. Graybill’s business office is located at 15455 Dallas Parkway, Suite 400, Addison, Texas 75001. The Debtor signed an Exclusive Listing Agreement with DFW Lee & Associates effective September 15, 2016 to market the Real Property (the “Listing Agreement”). The term of the agreement is to last for six (6) months and will terminate on March 14, 2017. The approved real

estate listing sale price is \$2,550,000. The agreed upon sale commission is six percent (6%) of the first \$2,000,000 and four and a half percent (4.5%) on the remainder of the sale price. A true and correct copy of the Listing Agreement is attached hereto as Exhibit "A." Referenced in the Listing Agreement is an Asset Management Agreement the Debtor contemporaneously entered into with Loeb Winternitz Industrial Auctioneers, LLC for the disposition of personal property located at the Property on behalf of the Debtor. The Listing Agreement provides that there will be a joint effort with Loeb Winternitz to conduct a turn-key sale of both the real and personal property through November 18, 2016. If the real and personal property is not under contract by that date, DFW Lee & Associates will commence marketing the Real Property as a separate sale. A separate application to employ Loeb Winternitz Industrial Auctioneers will be filed by the Debtor.

5. The Debtor seeks to hire Mr. Graybill and DFW Lee & Associates LLC as its real estate agent in this chapter 11 proceeding pursuant to the terms of the Listing Agreement.

6. Mr. Graybill has been informed and understands that no sale may be consummated until after notice and a hearing and the entry of an order by the Bankruptcy Court approving the sale.

7. The Debtor is satisfied that Mr. Graybill and DFW Lee & Associates are disinterested persons within the meaning of 11 U.S.C. §101(14). The Affidavit of Mark Graybill in support of this Application is attached.

8. Mr. Graybill is aware of the provisions of 11 U.S.C. §328(a) and has agreed, notwithstanding the terms and conditions of employment set forth herein, that the Court may allow compensation different from the compensation provided herein if such terms and conditions prove to have been improvident in light of developments unanticipated at the time of the fixing of such terms and conditions.

WHEREFORE, PREMISES CONSIDERED, Debtors pray that they be authorized to hire Mr. Graybill and DFW Lee & Associates as its real estate agent on the terms and conditions set forth herein.

Respectfully submitted,

QUILLING, SELANDER, LOWNDS,
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By: /s/ John Paul Stanford
John Paul Stanford
State Bar No. 19037350

ATTORNEYS FOR DEBTOR

NOTICE

NO HEARING WILL BE CONDUCTED HEREON UNLESS A WRITTEN RESPONSE IS FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT AND SERVED UPON THE PARTY FILING THIS PLEADING WITHIN FOURTEEN (14) DAYS FROM THE DATE OF SERVICE HEREOF UNLESS THE COURT SHORTENS OR EXTENDS THE TIME FOR FILING SUCH RESPONSE. IF NO RESPONSE IS TIMELY SERVED AND FILED, THIS PLEADING SHALL BE DEEMED TO BE UNOPPOSED AND THE COURT MAY ENTER AN ORDER GRANTING THE RELIEF SOUGHT. IF A RESPONSE IS FILED AND SERVED IN A TIMELY MANNER, THE COURT WILL THEREAFTER SET A HEARING. THE COURT RESERVES THE RIGHT TO SET A HEARING ON ANY MATTER.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument was served by electronic transmission via the CM/ECF system upon all parties registered to receive electronic notice in this bankruptcy case, and/or regular U.S. mail, postage prepaid, on this 4th day of November, 2016, on all parties on the attached matrix.

/s/ John Paul Stanford